

**SERIAL 05117 S            PUSH CART VENDING ON COUNTY PROPERTY (NIGP 96115)**

**DATE OF LAST REVISION: October 19, 2005    CONTRACT END DATE: October 31, 2008**

**CONTRACT PERIOD THROUGH OCTOBER 31, 2008**

TO:                    All Departments

FROM:                Department of Materials Management

SUBJECT:            Contract for **PUSH CART VENDING ON COUNTY PROPERTY (NIGP 96115)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 20, 2005**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

---

Wes Baysinger, Director  
Materials Management

CH/ks  
Attach

Copy to:            Clerk of the Board  
Karen Truesdale, Facilities Management  
Steve Varscsak, Facilities Management  
Kathy Sicard, Materials Management

(Please remove Serial 00110-SC from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PUSH CART VENDING, COUNTY PROPERTY  
[NIGP 96115]**

**1.0 INTENT:**

The intent of this Invitation For Bids is to solicit contractors to rent exterior space owned by the County for the operation of a push cart vending concession at the downtown Superior Court Complex and the Jackson Street Customer Service Center. This solicitation will be awarded in whole or in part to the most responsive/responsible bidder(s) providing the best rent rate and deemed to be in the best interest of the County. The award of this bid shall grant proprietary business rights to the successful bidder(s) in conducting push cart vending at the sites listed herein.

**MARICOPA COUNTY RESERVES THE RIGHT TO ADD SUPPLIERS TO THIS AGREEMENT OVER ITS TERM TO ENSURE ADEQUATE REVENUE COMPETITION AND SERVICE COVERAGE. ANY SUPPLIERS SUBSEQUENTLY ADDED SHALL COMPLY FULLY WITH THE PROVISIONS OF THIS AGREEMENT.**

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 ALL SUCCESSFUL RESPONDENTS SHALL FOLLOW ALL MARICOPA COUNTY ENVIRONMENTAL HEALTH CODES:**

The successful bidder shall follow all current municipal regulatory and code requirements for street vending. This information is available through the Maricopa County Environmental Health Codes and Regulations can be reviewed online at:

[http://www.maricopa.gov/ENVSVC/ENVHLTH/DOCS/mobile/Master\\_Pushcart\\_Guideline0704.pdf](http://www.maricopa.gov/ENVSVC/ENVHLTH/DOCS/mobile/Master_Pushcart_Guideline0704.pdf)

All push carts utilized on Maricopa County property shall be inspected and approved by the Maricopa County Health Department, be in compliance with the Maricopa County Environmental Health Code, and have a current operation permit in good standing.

**2.2 RESTAURANT OPERATION ON COMPLEX:**

The Superior Court Complex contains a restaurant of approximately 15,000 square feet. As such, City ordinances exclude cart vending from City (sidewalk) property surrounding the complex. County property is excluded from this ordinance.

**2.3 RENTAL SPACE:**

2.3.1 The successful bidder(s) shall have proprietary operational rights of the site seven (7) days per week twenty-four (24) hours per day. No other push cart vendor shall be allowed on the campus or surrounding areas. The successful bidder must provide the County a minimum of 5-days per week push-cart service (Monday through Friday) excluding County holidays, from 10:00 AM to 2:00 PM. These are minimums, more than minimum is discretionary to the successful highest bidder (i.e., earlier start time, later closing time, Saturday/Sunday work, special downtown events, etc.).

2.3.2 Exhibits 2 and 4 contain a site map indicating the spaces, which shall be allotted to the successful bidder(s). The four (4) sites highlighted are identified as:

*Superior Court Campus--*

Site #1 The space comprising the northeast corner of the Superior Court Complex, near the intersection of West Jefferson Street and South First Avenue.

Site #2 The space comprising the northwest corner of the Superior Court Complex, near the intersection of West Jefferson Street and South Third Avenue.

Site #3 The space comprising the southwest corner of the Superior Court Complex, at West Madison Street and South Third Avenue.

Jackson Street Customer Service Center, 601 W. Jackson St.--

Site #4 The space comprising the north entrance plaza, on the western side of the northeast planter, as illustrated in Exhibit 4. This space has ground markings that show the perimeter boundaries.

2.3.3 Each site comprises adequate square footage of "business space." This will accommodate the vending cart, ice chest, trash bin, etc. The section hash marked on the map (Exhibits 3 and 4) will be the only areas where the Vendor shall be allowed to conduct push cart vending business.

2.3.4 Vendor shall not obstruct the pedestrian flow of traffic.

2.4 GENERAL REQUIREMENTS:

2.4.1 By city ordinance, sidewalks outside the allotted spaces shall remain free of cart vending equipment.

2.4.2 One trash receptacle with plastic liner per site, which shall be emptied daily.

2.4.3 At the close of business each day, pick-up all debris generated by the concession.

2.4.4 Nothing is to remain at the site after Vendor vacates the premises.

2.4.5 At least one operator stationed on-site shall have a Maricopa County food manager's card.

2.4.6 Advertising shall be prohibited with exception of the food menu, which shall be posted on the push cart.

2.4.7 VENDOR SHALL NOT PLACE ANY EQUIPMENT, BOXES, ICE CHESTS, OR ANY CONTRIVANCE OR OBJECT OUTSIDE THE PERIMETERS ESTABLISHED.

2.4.8 The Vendor shall not display, exhibit, distribute and/or sell any non-commercial handbills.

2.4.9 Sidewalk vending shall be limited to the vending of food items only.

2.4.10 The push cart shall NOT be left unattended at any time.

2.4.11 The push cart shall not remain parked idle after business hours on County property.

2.4.12 The successful Vendor and staff assigned to the push cart shall pass a background check supplied by the County.

2.5 PROHIBITED NOISES -- NOT ALLOWED:

The push cart business is located in a downtown professional area where court is in session, business transactions are being conducted, and workers and visitors are present. As such, the following distractions and annoyances are unacceptable and any occurrences shall result in termination of the contract:

2.5.1 Creation of unreasonably loud, disturbing and unnecessary noises.

2.5.2 Noises of such character, intensity or duration as to be detrimental to life and health of any individual or in disturbance of their public peace and welfare.

2.5.3 The sounding or blowing of any horn or signaling devices.

2.5.4 The playing of any radio, amplified music system, phonograph, or any other musical instrument in such manner or with such volume as to annoy or disturb the quiet, comfort, or repose of persons in close proximity or any persons in offices located in the vicinity.

2.5.5 Yelling, shouting, hooting, whistling, or singing so as to annoy or disturb the quiet, comfort, or repose of persons in close proximity or any persons in offices located in the vicinity.

2.5.6 Noise to attract attention, such as a drum, loudspeaker, or other instrument or device for advertising or other purposes.

2.6 SUBCONTRACTING:

Subcontracting the spaces is allowable providing the subcontractor meets the requirements of this bid and pre-approved by the Department of Materials Management in writing. If subcontracted, the primary contractor shall be responsible for ensuring all specifications are enforced as listed herein. The subcontractor must provide all the required submittals as outlined in §2.11 and provide insurance certificates as outlined in §3.5.2. After review of the subcontractor's submitted information, the Materials Management Department shall notify the prime contractor in writing of either approval or denial. This process will take several days or perhaps weeks.

Should a Vendor subcontract without written approval, this action shall cause the County to review the file and a determination made for default of contract with award to the next highest revenue bidder.

2.7 CONSISTENT NO-SHOW:

Consistent "no-shows" as documented by the County for minimum services as established in §2.3.1 by a Vendor shall cause the County to review the file and a determination made for default of contract with award to the next highest revenue bidder.

Any Vendor missing five (5) consecutive days as outlined in §2.3.1 with no coverage shall forfeit the space and award given to the next highest revue bidder.

2.8 DAMAGE TO COUNTY PROPERTY:

The Vendor shall conduct his/her operation of a push cart vending business in such a manner that does not damage County property. In the event damage occurs to Maricopa County property or any adjacent property by reason of any service operations performed under this contract, the Vendor shall replace or repair the same at no cost to the County. If damage caused by the Vendor has to be repaired or replaced by the County, the cost of such work shall be added to the monthly rental charge.

2.9 PAYMENT:

For providing the Vendor proprietary space, the Vendor shall remit payment to the County either with cash, certified check, or cashiers check, made payable to Maricopa County. The check must be received by Facilities Management Department no later than the last business day of the current month. Payments shall be submitted to:

Maricopa County  
Facilities Management Department  
401 W. Jefferson St.  
Phoenix, AZ 85003

A receipt for payment will be provided the Vendor.

2.10 DELINQUENT PAYMENT:

The County shall receive the Vendor's payment no later than the last business day of current month. After five (5) ~~calendar~~ **business** days have elapsed from this date, the rent payment shall be considered delinquent. A late payment fee equaling 5% of the rent amount will be imposed and shall be paid in addition to the rent rate. The late fee shall be calculated at the time of payment by FMD and the Vendor shall be responsible for such additional fees.

**2.11 BACKGROUND CHECK REQUIREMENT:**

Successful bidders shall be required to pass a Maricopa County background check. Bidders failing shall be considered non-responsive and the award shall be made to the next highest bidder. As the process to correct any deficiencies in a failed background check may take several weeks to months, the bidder shall automatically be considered non-responsive to this bid.

**2.12 REQUIRED SUBMITTALS:**

The following shall be submittals as part of each Vendor's response. Vendors who fail to provide ALL the items listed below shall be considered non-responsive:

2.12.1 The Vendor shall be in the push cart vending business a minimum **five (5)** ~~ten (10)~~ consecutive years, and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of this must accompany the bid package. After bid submittals, the Facilities Management Department shall perform due diligence to ensure this requirement is met.

2.12.2 Provide proof your business has sufficient employees to provide coverage at the onset of the contract should you personally not be able to provide the required service.

2.12.3 Provide a brief description of the nature of the business and the items sold.

2.12.4 Provide a statement as to whether the respondent has ever had a street or sidewalk vendor license revoked or suspended, and the date and jurisdiction of the suspension or revocation.

2.12.5 Submit copies of the following:

- 2.12.5.1 Maricopa County food handlers card
- 2.12.5.2 Maricopa County certified food managers card
- 2.12.5.3 Maricopa County push cart permit
- 2.12.5.4 City of Phoenix privilege license tax
- 2.12.5.5 Maricopa County Commissary Agreement

NOTE: All licenses, permits, cards, and agreements shall be in good standing and current. Vendors who submit the aforementioned that are found not to be as such shall be considered non-responsive

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.3.1 Compliance with specifications
- 3.3.2 Price
- 3.3.3 Determination of responsibility
- 3.3.4 Past performance under a Country contract

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.4.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.4.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of not less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.4.3 Certificates of Insurance.

3.4.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.4.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.4.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

CHARLES HINEGARDNER, Procurement Consultant, 602-506-6476  
chinegar@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Karen Truesdale, Executive Assistant, Contract Administrator, FMD, 602-506-6242  
Steve Varscsak, Contract Administrator, FMD 602-506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.



3.6 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON AUGUST 25, 2005, 9:00 A.M. MST, AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, FREEDOM ROOM, 401 W. JEFFERSON ST., PHOENIX, AZ 85003.**

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 REQUIRED SUBMITTALS:

The following information shall be submitted as part of the Response. Failure to provide all the required submittals will cause the bid to be considered non-responsive:

- 1.1.1 Two copies of the following:
  - 3.8.1.1 Attachment A - Pricing
  - 3.8.1.2 Attachments B - Agreement Page (with original signatures)
  - 3.8.1.3 Attachment C - References
  - ~~3.8.1.4 Attachments E, F, G - M/WSBE Documents (if applicable)~~
  - 3.8.1.5 Signed ADDENDA Face Page of Solicitation (if applicable)
  - 3.8.1.6 Permits, Licenses (Refer to § 2.11.5)
  - 3.8.1.7 Any other Required Submittals (Refer to §2.11)

One copy of Attachment A – Pricing on a CD formatted in EXCEL

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

**Respondents are to provide two (2) copies of ATTACHMENT A, B, C, (E, F and G, if applicable), any Required Submittals, and a signed ADDENDA Face Page of the Solicitation (if applicable). ATTACHMENT B must bear original signatures. ATTACHMENT A (Pricing) must also be on a CD in an Excel format.** Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

**BIG RAY'S, 1750 W DERRINGER WAY, CHANDLER, AZ 85248**

**PRICING SHEET: S058102 / B0700017 / NIGP 96115**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

**1.0 PRICING:**

Per specifications, rental fee for push cart vending space at Maricopa County sites.

Bidders may bid a rate at or higher than the County Rate.

Vendor bids that are lower than the County Rate shall be considered non-responsive (Bidders may bid on individual sites, a combination, or all)

**YEAR ONE (1)**

|     |                             |                                     |
|-----|-----------------------------|-------------------------------------|
|     | County Rate (minimum)       |                                     |
| 1.4 | Site #4 - 5th Ave & Jackson | \$250.00 /per mo. \$350.00 /per mo. |

**YEAR TWO (2)**

|     |                             |                                     |
|-----|-----------------------------|-------------------------------------|
|     | County Rate (minimum)*      |                                     |
| 2.4 | Site #4 - 5th Ave & Jackson | \$257.50 /per mo. \$375.00 /per mo. |

**YEAR THREE (3)**

|     |                             |                                     |
|-----|-----------------------------|-------------------------------------|
|     | County Rate (minimum)*      |                                     |
| 3.4 | Site #4 - 5th Ave & Jackson | \$265.23 /per mo. \$400.00 /per mo. |

\*Assume 3.0% C.P.I. Annual Increase

|                           |  |
|---------------------------|--|
| Terms:                    | Net 30   |
| Vendor Number:            | W000006007 X   |
| Telephone Number:         | 602-791-0626   |
| Fax Number:               | 480-963-1119   |
| Contact Person:           | Ray White  |
| E-mail Address:           | <a href="mailto:rwhite1118@yahoo.com">rwhite1118@yahoo.com</a> |
| Certificates of Insurance | Required   |
| Contract Period:          | To cover the period ending <b>October 31, 2008.</b>            |

**ED THE HOT DOGGER, 1312 E INDIAN SCHOOL RD, PHOENIX, AZ 85014****PRICING SHEET: S058102 / B0700017 / NIGP 96115**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: \_\_\_\_YES \_\_X\_\_NO

**1.0 PRICING:**

Per specifications, rental fee for push cart vending space at Maricopa County sites.

Bidders may bid a rate at or higher than the County Rate.

Vendor bids that are lower than the County Rate shall be considered non-responsive (Bidders may bid on individual sites, a combination, or all)

**YEAR ONE (1)****County Rate (minimum)**

- |     |                               |                                     |
|-----|-------------------------------|-------------------------------------|
| 1.1 | Site #1 - 1st Ave & Jefferson | \$500.00 /per mo. \$500.00 /per mo. |
| 1.2 | Site #2 - 3rd Ave & Jefferson | \$200.00 /per mo. \$200.00 /per mo. |

**YEAR TWO (2)****County Rate (minimum)\***

- |     |                               |                                     |
|-----|-------------------------------|-------------------------------------|
| 2.1 | Site #1 - 1st Ave & Jefferson | \$515.00 /per mo. \$515.00 /per mo. |
| 2.2 | Site #2 - 3rd Ave & Jefferson | \$206.00 /per mo. \$206.00 /per mo. |

**YEAR THREE (3)****County Rate (minimum)\***

- |     |                               |                                     |
|-----|-------------------------------|-------------------------------------|
| 3.1 | Site #1 - 1st Ave & Jefferson | \$530.45 /per mo. \$530.45 /per mo. |
| 3.2 | Site #2 - 3rd Ave & Jefferson | \$212.18 /per mo. \$212.18 /per mo. |

\*Assume 3.0% C.P.I. Annual Increase

|                           |  |
|---------------------------|--|
| Terms:                    | Net 30   |
| Vendor Number:            | W000005947 X   |
| Telephone Number:         | 602-265-2844   |
| Fax Number:               | 602-240-4062   |
| Contact Person:           | Ed Haramina  |
| E-mail Address:           | <a href="mailto:chinegar@maricopa.gov">chinegar@maricopa.gov</a>   |
| Company Web Site:         | <a href="http://www.edthehotdogger.com">www.edthehotdogger.com</a> |
| Certificates of Insurance | Required   |
| Contract Period:          | To cover the period ending <b>October 31, 2008.</b>                |

**THE GOLF CART, 4815 S ROBERTS RD, TEMPE, AZ 85282**

**PRICING SHEET: S058102 / B0700017 / NIGP 96115**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

**1.0 PRICING:**

Per specifications, rental fee for push cart vending space at Maricopa County sites.

Bidders may bid a rate at or higher than the County Rate.

Vendor bids that are lower than the County Rate shall be considered non-responsive (Bidders may bid on individual sites, a combination, or all)

**YEAR ONE (1)**

|     |                             |                                     |
|-----|-----------------------------|-------------------------------------|
|     | County Rate (minimum)       |                                     |
| 1.3 | Site #3 - 3rd Ave & Madison | \$300.00 /per mo. \$305.00 /per mo. |

**YEAR TWO (2)**

|     |                             |                                     |
|-----|-----------------------------|-------------------------------------|
|     | County Rate (minimum)*      |                                     |
| 2.3 | Site #3 - 3rd Ave & Madison | \$309.00 /per mo. \$309.00 /per mo. |

**YEAR THREE (3)**

|     |                             |                                     |
|-----|-----------------------------|-------------------------------------|
|     | County Rate (minimum)*      |                                     |
| 3.3 | Site #3 - 3rd Ave & Madison | \$318.27 /per mo. \$318.27 /per mo. |

\*Assume 3.0% C.P.I. Annual Increase

|                           |  |
|---------------------------|--|
| Terms:                    | Net 30   |
| Vendor Number:            | W000005536 X   |
| Telephone Number:         | 602-999-5604   |
| Fax Number:               |  |
| Contact Person:           | Louie Depanicis  |
| E-mail Address:           | <a href="mailto:jbielack.mhs@tuhsd.k12.az.us">jbielack.mhs@tuhsd.k12.az.us</a> |
| Company Web Site:         |  |
| Certificates of Insurance | Required   |
| Contract Period:          | To cover the period ending <b>October 31, 2008.</b>                            |